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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/29/2007 03:54 PM
FEE \$12.00 Pgs: 2
DEP RT REC'D FOR QWEST CORPORATION

RECORDING INFORMATION ABOVE

pt 03-037-0139

R/W # 07-304-01UT

EASEMENT AGREEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to Qwest Corporation, a Colorado corporation, hereinafter referred to as "Grantee", whose address is 431 26th Street, Room 209, Ogden, Utah 84401, its successors, assigns, lessees, licensees and agents, a perpetual easement to construct, reconstruct, modify, change, add to, operate, maintain and remove such telecommunications facilities and electrical facilities, and appurtenances, from time to time, as Grantee may require upon, over, under and across the following described land situated in the County of Davis, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

Beginning at a point which is North 89°44'05" East 335.00 feet along the south line of 500 South Street and South 00°40'30" East 119.30 feet from the south line of 500 South Street and the east line of 100 East Street, said corner being North 89°44'04" East 33.00 feet along the monument line of 500 South Street and South 00°14'56" East 33.00 feet from the monument marking the intersection of 500 South and 100 East Streets, said corner point being given as 187.75 feet East of the Northwest Corner of Block 39, North Millcreek Plat, Bountiful Townsite Survey and running thence North 89°44'05" East 67.68 feet; thence South 00°01'21" West 7.00 feet; thence South 89°44'05" West 67.59 feet; thence North 00°40'30" West 7.00 feet to the point of beginning.

Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above-described property as may be necessary for the Grantee's use and enjoyment of the easement area.

Grantee shall indemnify Grantor for all damage caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted.

Grantor reserves the right to occupy, use, and cultivate said easement for all purposes not inconsistent with the rights herein granted.

Grantor covenants that he/she/they is/are the fee simple owner of said land or in which the Grantor has any interest and will warrant and defend title to the land against all claims.

Grantor hereby covenants that no building, structure or obstruction will be constructed, erected, built or permitted on said easement.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located.

Signed and delivered this 1 day of Nov, A.D., 2007

Grantor *Marvin A. Blosch*
Marvin A. Blosch

STATE OF UTAH)
) ss
COUNTY OF DAVIS)

On the 1ST day of NOVEMBER, 20 07, personally appeared before me MARVIN A. BLOSCH, the signer(s) of the above instrument, who duly acknowledged to me that (he) (she) (they) executed the same. Witness my hand and official seal this 1ST day of NOVEMBER, 20 07.



Michael Johnson
Notary Public

H76A255 – BOUNTIFUL - NE1/4 Sec 30, T2N, R1E, SLB&M - PARCEL: 03-037-0013

When Recorded Mail To: Qwest Corporation, 431 26th Street room 209, Ogden, Utah 84401